(G.C.P.)J 455 (5,00,000)-11.2001) Spl-H.C.,A.S.,C.D.,78e

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
Civil Application No.105 of 2005
in
Family Court Appeal No.79 of 2001

Office Notes, Office Memoranda of Coram, appearances, Court's order or directions and Registrar's order.	Court's or Judge's orders

Smt.Seema Sarnaik for the applicant-appellant.

Shri A.S.Patki for the respondent.

CORAM: R.M.S.KHANDEPARKAR
&
ANOOP V.MOHTA, JJ

DATED: 6th JUNE, 2005.

P.C.

1. Heard the learned Advocates for the parties. Undisputedly, the amounts payable in terms of the consent terms have already been paid. It is however the contention of the applicant that some amount payable in terms of the consent terms was not paid in time, and therefore, there was delay in payment thereof. The applicant states that during the said period of delay, the respondent should have paid the amount of

interim maintenance. Even assuming that the applicant is justified in raising such claim, it is not proper for this Court to entertain such claim, and the remedy would lie somewhere else. Considering the same, the question of entertaining the civil application does not arise. Hence the application is rejected.

(R.M.S.KHANDEPARKAR, J)

(ANOOP V.MOHTA, J)